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RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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RECEIVED

lots 7-8

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

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FEE	<u>100⁵⁰</u>	FB	<u>01-60000</u>
EXP	<u>28-15-12</u>	C/O	<u>COMP</u>
DEL	<u>SCAN</u>	<u>FV</u>	

WHEN RECORDED RETURN TO:

Shaun M. James
GROSS & WELCH
Suite 800
2120 South 72nd Street
Omaha, NE 68124

NON-EXCLUSIVE EASEMENT AGREEMENT

SULLIVAN REAL ESTATE GROUP, L.L.C., d/b/a SULLIVAN HOMES, a Nebraska limited liability company, (hereinafter "Grantor"), and **PAUL J. WEISS** and **BONNIE LEA McCOY WEISS**, Husband and Wife, and as joint tenants, (hereinafter "Grantees"), desiring to create an non-exclusive easement and restrictive covenants on the terms and conditions as set forth herein, execute this Agreement this 28th day of February, 2000.

PRELIMINARY RECITALS

- A. Grantor is owner in fee simple of the real property described on Exhibit "A" attached hereto and made a part hereof, which property shall be platted as a subdivision named Charleston Woods. Lots 7 and 8, Charleston Woods, an addition in Omaha, Douglas County Nebraska, as will be surveyed, platted and recorded (hereinafter the "Servient Tenement") shall be surveyed by a certified land surveyor, and the legal metes and bounds description of such Lots and of the Easement Area (as defined below) prepared by such surveyor shall be attached to this Agreement as Exhibits "J1" and "J3";
- B. Grantees own in fee simple the real property identified as follows, which is adjacent to and abuts the Servient Tenement:
- Lot 14 Timberlane Estates, a subdivision in Omaha, Nebraska, as surveyed platted and recorded (hereinafter the "Dominant Tenement");
- C. To facilitate development on areas of the Servient Tenement to be owned by Grantor, and in consideration for valuable real property conveyed to Grantor by Grantees, Grantor desires to grant and convey to Grantees a non-exclusive easement, allowing Grantees to exclude all others from the easement area described on Exhibit "J3", attached hereto and made a part hereof (hereinafter, the "Easement Area"). Such right to exclude others shall

not include Grantor, its successors and assigns, and future owners of the Servient Tenement or any portion thereof, except as provided herein.

- D. The Easement Area shall be used by Grantees, pursuant to the terms and conditions of this Agreement, as a buffer between the Dominant Tenement and development on the Servient Tenement; and
- E. Grantees, their successors and assigns, and future owners of the Dominant Tenement, shall have the non-exclusive right to use the Easement Area, subject to the limited rights of access of Grantor, its successors and assigns, and future owners of Lot 7, Charleston Woods, and further subject to the covenants contained herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Grant of Easement.** Grantor, on behalf of itself, its successors and assigns, and all future owners of the Servient Tenement does hereby grant, bargain, sell and convey to Grantees, their successors and assigns, and all future owners of the Dominant Tenement a perpetual easement in the Easement Area for the following uses:

- a. To plant trees, plant shrubs and plant other nursery stock in the Easement Area pursuant to the Tree Planting Plan marked as Exhibit "B" and attached hereto;
- b. To plant and replant any grass or lawn within the Easement Area as necessary and in compliance with reasonable gardening and landscape practice;
- c. To erect a fence (not to be placed any further west than the eastern boundary of the Easement Area) in conformity with the "Fence Specification Sheet", attached hereto as Exhibit "H" and incorporated herein, provided that Grantee initially and continuously thereafter complies with the requirements of paragraph 4 below; and
- d. To use and enjoy the Easement Area, to the exclusion of all others except Grantor and future owners of Lot 7, Charleston Woods, in accordance with the restrictions contained in paragraph 2.

2. **Non-Exclusive Easement.** The easement granted to Grantees by Grantor is intended to grant to Grantees, their successors and assigns, and all future owners of the Dominant Tenement, the non-exclusive right in conjunction with the owner of Lot 7, Charleston Woods, to use the Easement Area for the uses set forth above in paragraph 1, subject, however, to the restrictions in paragraph 4. Grantees, their successors and assigns, and all future owners of the Dominant Tenement, shall have the limited right to exclude persons other than Grantor, its successors and assigns, and future owners of the Lot 7, Charleston Woods, from the Easement Area. Such right is subject to the right of access for utilities as set forth in the next paragraph and rights of the owner of Lot 7, Charleston Woods to the access, use and enjoyment of the Easement Area.

3. **Grantor's Right of Access to and use of the Easement Area.** Grantor, its successors and assigns, and all future owners of the Lot 7, Charleston Woods, shall have the right to use the Easement Area for the purpose of underground utility placement, repair, and maintenance of:

- a. power lines, cable television lines, natural gas lines, water, and telephone lines; and
- b. sanitary sewer and storm sewer; and
- c. such other underground utilities as may reasonably be required for the development of Grantor's property.

Provided, the placement, repair or maintenance of the aforementioned utilities shall not unreasonably interfere with use of the Easement Area by Grantees, its successors and assigns, or any future owners of the Dominant Tenement; shall not destroy any existing trees, shrubs, or other natural habitat, and shall be placed under ground and not in view any where in the Easement Area. **Further provided**, Grantor, or any other party using the Easement Area for placement, repair or maintenance of utilities shall pay all costs of the placement, repair or

maintenance and all costs of returning the Easement Area to its original condition, including all costs to repair any damage to the Easement Area and any improvements made thereto.

Grantor, its successors and assigns and all future owners of Lot 7, Charleston Woods, shall also have the right to use and enjoy the Easement Area, provided no permanent structures, sheds, buildings, or other construction, or any gardens are placed on the Easement Area. Such right shall include use by the future owners of the Lot 7, Charleston Woods of the Easement Area as a normal "back yard" or green space for Lot 7.

4. Covenants of Grantee. Grantee, their successors and assigns, and all future owners of the Dominant Tenement shall be bound by the following restrictive covenants:

- a. Any fence constructed in the Easement Area shall not exceed the height of six feet, and shall be constructed in conformity with the specifications on Exhibit "H". Any fence shall be constructed of wood or wrought iron only: no chain link fence shall be installed.
- b. No ornamentation or lighting may be placed upon any fence including, but not limited to, Christmas tree lights or decorative lights.
- c. Grantee shall reasonably maintain and repair any fence constructed or placed in the Easement Area except for any damage to such fence caused by Grantor or grantor's successor and assigns, or future owners of the Servient Tenement;
- d. Grantee shall not construct or erect any dwelling, pavilion, garage, storage shed, playhouse, or other structure (except the possible fence contemplated above as a permitted use) within the Easement Area; and
- e. Grantee shall not construct, place or maintain a dog kennel, dog run, dog house or other animal shelter or confinement within the Easement Area.
- f. Grantee agrees to cooperate with Grantor to obtain any necessary permits to construct the Fence as provided for herein.

5. Covenants of Grantor. Grantor, its successors and assigns, and all future owners of the Servient Tenement shall be bound by the following restrictive covenants:

- a. Grantor shall maintain all lawn, trees and shrubs, including but not limited to, trimming, pruning and caring for all trees, shrubs and other nursery stock in the Easement Area;
- b. Grantor shall repair and maintain the underground utilities serving the Servient Tenement pursuant to paragraph 3 above;
- c. Grantor shall not construct any structure of any type in the Easement Area; and
- d. Grantor shall not interfere in any manner with the Grantees or their successors use of the Easement Area.
- e. Grantor agrees to cooperate with Grantee to obtain any necessary permits to construct the Fence as provided for herein.

6. **Subject to Existing Utility Easements.** The easement granted to Grantees hereunder is subject to two prior 10' utility easements of record, as shown on the attached Exhibit "C", and to a 16' foot wide utility easement through the Easement Area (in the approximate location as shown as shown on Exhibit "C") serving the subdivision known as Charleston Woods.

7. **Consideration.** Grantees have paid valuable consideration for the easement granted herein and for the non-exclusive use of the Easement Area, the sufficiency of which is hereby acknowledged by Grantor.

8. **Binding Effect.** The easement granted hereunder and the covenants contained herein shall run with the land, bind and inure to the benefit of, Grantees, their successors, assigns and all future owners of the Dominant Tenement, and shall run with the land, bind, and inure to the benefit of Grantor, its successors, assigns and all future owners of the Servient Tenement.

9. **Enforcement.** The terms and conditions of this Agreement, the grant of easement hereunder, and the covenants of both parties, may be enforced by an action at law or in equity filed in appropriate court by the parties to this Agreement, their successors and assigns, and by the future owners of the Dominant Tenement and the Servient Tenement. Any party bringing action to enforce this Agreement shall be indemnified by the party against whom

enforcement is sought, for the reasonable costs of the legal action, including reasonable attorneys' fees, if the party bringing the action shall be successful in the enforcement action.

10. Legal Description of the Easement Area. Grantor and Grantee agree that the legal descriptions provided for Lots 7 and 8 on Exhibit "J1" and for the Easement Area on Exhibit "J3" are accurate and reflect the intent of the parties.

11. Fence and Trees in Easement Area. Grantee shall have the exclusive right to control the landscaping and placement of trees, shrubs and other plantings within the Easement Area. Grantor and Grantee agree that the costs for the fence set forth in paragraph 1. d above, and trees to be planted in the Easement Area as set forth in Exhibit "B", shall be equally split between Grantor and Grantee. **Provided however,** that Grantee shall not incur more than Three Thousand Five Hundred Dollars (\$3,500.00) for the fence (based upon Grantee's projected cost of \$28 per foot); and Grantor's total share of the costs of the trees shall not exceed Twenty Thousand Dollars (\$20,000.00). Furthermore, Grantor and Grantee acknowledge that they have entered into two (2) Easement Agreements, this Non-Exclusive Easement Agreement and an Exclusive Easement Agreement, and they agree that the above maximum costs are for the total of both Easement Agreements, and are not to be construed as specific to this Agreement only. Grantor shall construct the fence and upon completion shall invoice Grantee for their share. Grantee shall arrange for all trees and plantings, and upon completion shall invoice Grantor for its share.

12. Restrictive Covenants. Grantee acknowledges that Grantor may record restrictive covenants controlling the Servient Tenement. Grantor agrees that any such restrictive covenants so recorded shall not apply to or be binding upon Grantee.

LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE ¼ SE ¼) OF SECTION 28, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 441.9 FEET, MORE OR LESS, TO THE EAST LINE OF ROCKBROOK ADDITION, AN ADDITION TO THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA; THENCE SOUTH ALONG THE EAST LINE OF SAID ROCKBROOK ADDITION, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°01'30" EAST (ASSUMED BEARING) A DISTANCE OF 300 FEET; THENCE SOUTH A DISTANCE OF 250 FEET; THENCE SOUTH 83°19'33" WEST, A DISTANCE OF 302.01 FEET TO THE EAST LINE OF ROCKBROOK ADDITION; THENCE NORTH A DISTANCE OF 280 FEET TO THE POINT OF BEGINNING;

AND

COMMENCING AT A POINT 141.9 FEET WEST AND 310 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE CONTINUING SOUTH (ASSUMED BEARING) A DISTANCE OF 258.2 FEET; THENCE SOUTH 89°01'30" WEST, A DISTANCE OF 300.0 FEET; THENCE NORTH, A DISTANCE OF 228.20 FEET; THENCE NORTH 83°19'33" EAST, A DISTANCE OF 302.1 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28, AND RUNNING WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 441.9 FEET; THENCE TURNING AN ANGLE OF 89°01'30" TO THE LEFT AND RUNNING SOUTH FOR A DISTANCE OF 464.2 FEET TO THE POINT OF BEGINNING; THENCE TURNING AN ANGLE OF 124°22'30" TO THE LEFT AND RUNNING NORTHEASTERLY A DISTANCE OF 50.0 FEET TO A POINT; THENCE TURNING AN ANGLE OF 90° TO THE LEFT AND RUNNING NORTHWESTERLY FOR A DISTANCE OF 25.0 FEET TO A POINT; THENCE TURNING AN ANGLE OF 90° TO THE LEFT AND RUNNING SOUTHWESTERLY FOR A DISTANCE OF 32.9 FEET TO A POINT; THENCE TURNING AN ANGLE OF 55°37'30" TO THE LEFT AND RUNNING SOUTH FOR A DISTANCE OF 30.29 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PART OF VACATED PINEHURST CIRCLE ADJACENT.

WHICH PROPERTY SHALL BE PLATTED INTO NINE (9) LOTS TO BE KNOWN AS LOTS 1 - 9, CHARLESTON WOODS REPLAT 1, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA.

EXHIBIT "A"

Proposed

Scope of Work,

Large trees shall be imported and planted within the boundaries of the No Build Area identified Nature Preserve as shown on lot plan.

Specifications;

Plant materials shall be first grade nursery grow tree stock. All plant materials shall be from local growing grounds. All plant materials shall be inspected approved and tagged prior to importation to planting site. Tagging shall include the common name, genus name and species name. Tagging shall also include the caliper and height of each tree unit.

Planting material shall be delivered to the planting site by means appropriate for the size of the tree stock. Plant materials shall be planted using accepted and approved methods for the local. Additional clean soil shall be imported as necessary, to the planting site for use in the construction of water basins under the drip line of each tree. All planted trees shall have chipped and or shredded organic mulch material placed under and around them to provide for reduction of evaporation of moisture from the soil control of weeds and insulation from extreme temperature changes.

Site conditions,

Weather is a prime consideration. Planting site work shall depend on weather and or soil conditions. Contractor shall be the sole judge of these conditions and shall not be held responsible for delays as a result of unfavorable conditions.

Access to planting site shall be approved and allowed by use of Pinehurst circle from 97 Avenue from Center Street. It shall be the responsibility of the owner or owner's representative to provide for raising or removal of the overhead cable TV, electric power and telephone lines as necessary to a minimum of fifteen feet above the street surface. Lot sites #1, #2, #3, and #4 and all street areas as shown on lot plan, shall be available without hindrance to the planting contractor. No other construction or any other contractors of any trade what so ever shall be on the lot sites identified above prior to or during the completion of all works by the planting contractor. Any delays as a result of the act or lack of action by the owner, owner's agent or representative or any other person, contractor, neighborhood or government organization claiming rights to stop or delay the progress of the planting and related works, shall be responsibility of the owner. Owner agrees to pay Stand-by rates to the contractor.

The No Build Area identified Nature Preserve as shown on lot plan shall be protected at it's boundaries by what ever means necessary from any and all effects of construction by others and shall be the responsibility of the owner. Any damage as a result of others shall not be covered under this agreement and shall void the guarantee.

Water for the purpose of irrigation shall be provided.

Access to the planting site shall be agreed to and allowed for the purpose of inspection and or maintenance of the new planting for one year after completion.

Schedule A

Planting Material

11 each 18 foot tall
10 each 15 foot tall

“Scotch pine” (*Pinus sylvestris*) Rapid growth combined with a moderately dense crown. Young tree is straight in well-branched pyramid shape. Mature irregular, open, and picturesque with drooping branches. Height: 70 to 100 feet Spread: to 30 feet Needles 1 ½”- 3”, blue green color, stiff texture. Cones 2” gray to red brown.

4 each 15 foot tall

“ White pine” (*Pinus strobus*) Fast growth symmetrical cone shape with horizontal branches in regular whorls. Mature tree is broad, open, and irregular. Height: to 100 feet. Spread: to 40 feet Needles 2”-4” blue green, soft texture. Cones 3”- 8” slender, curved, light brown.

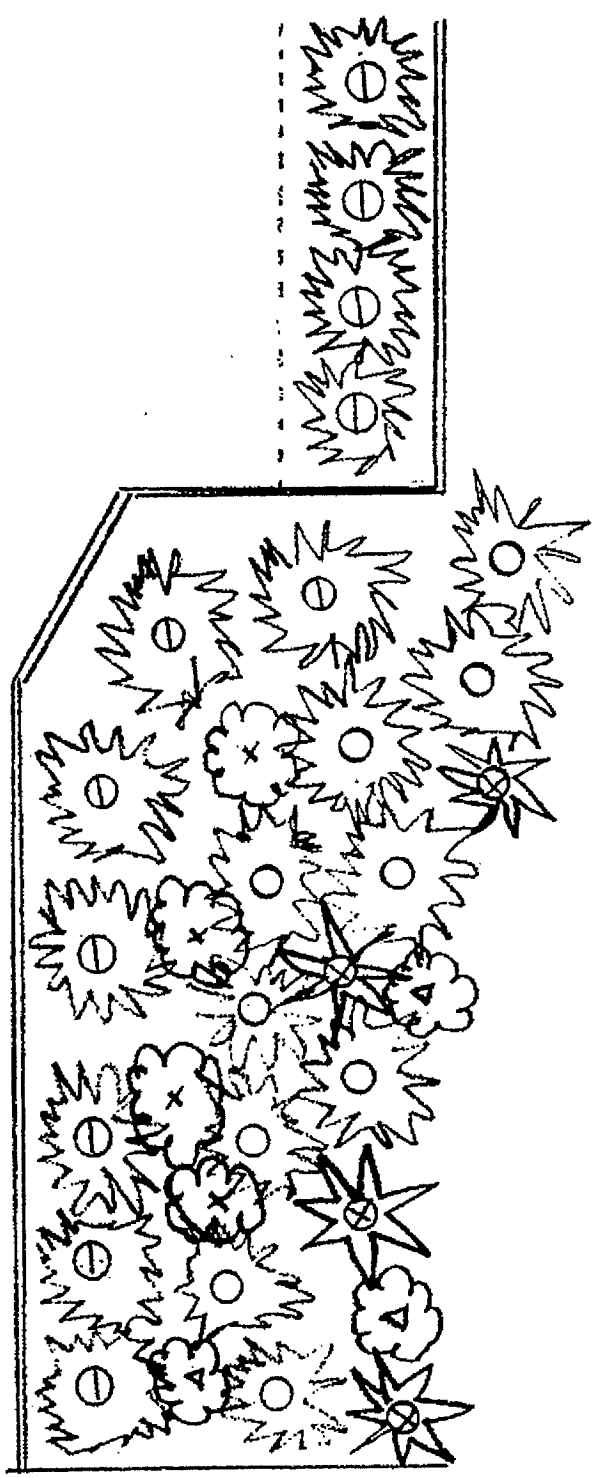
4 each 25 to 30 foot tall

“ Pin Oak” (*Quercus palustris*) Moderate to fast growth to 50’ to 80’ slender and pyramidal when young. Mature tree is open and round. Glossy dark green leaves, 3” to 6” long deeply cut into bristle-point lobes. Fall color can be yellow, red, and russet brown. Leaves may or may not fall off in winter.


3 each 12 foot tall


Amur Maple (*Acer ginnala*) deciduous small tree. Can grow 20’ high with three-lobed, toothed leaves to 3” long. Striking red color in fall. Clusters of small yellow flowers in early spring


- ⊖ 18' Scotch pine
- 15' Scotch pine
- ⊗ 15' WHITE pine
- X 25' Pin Oak
- A 12' Amur Maple





Proposed Tree-planting plan
 by T.D. LOSEE 1-23-00

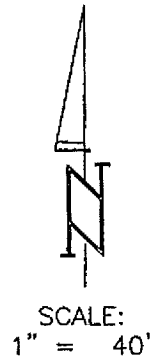
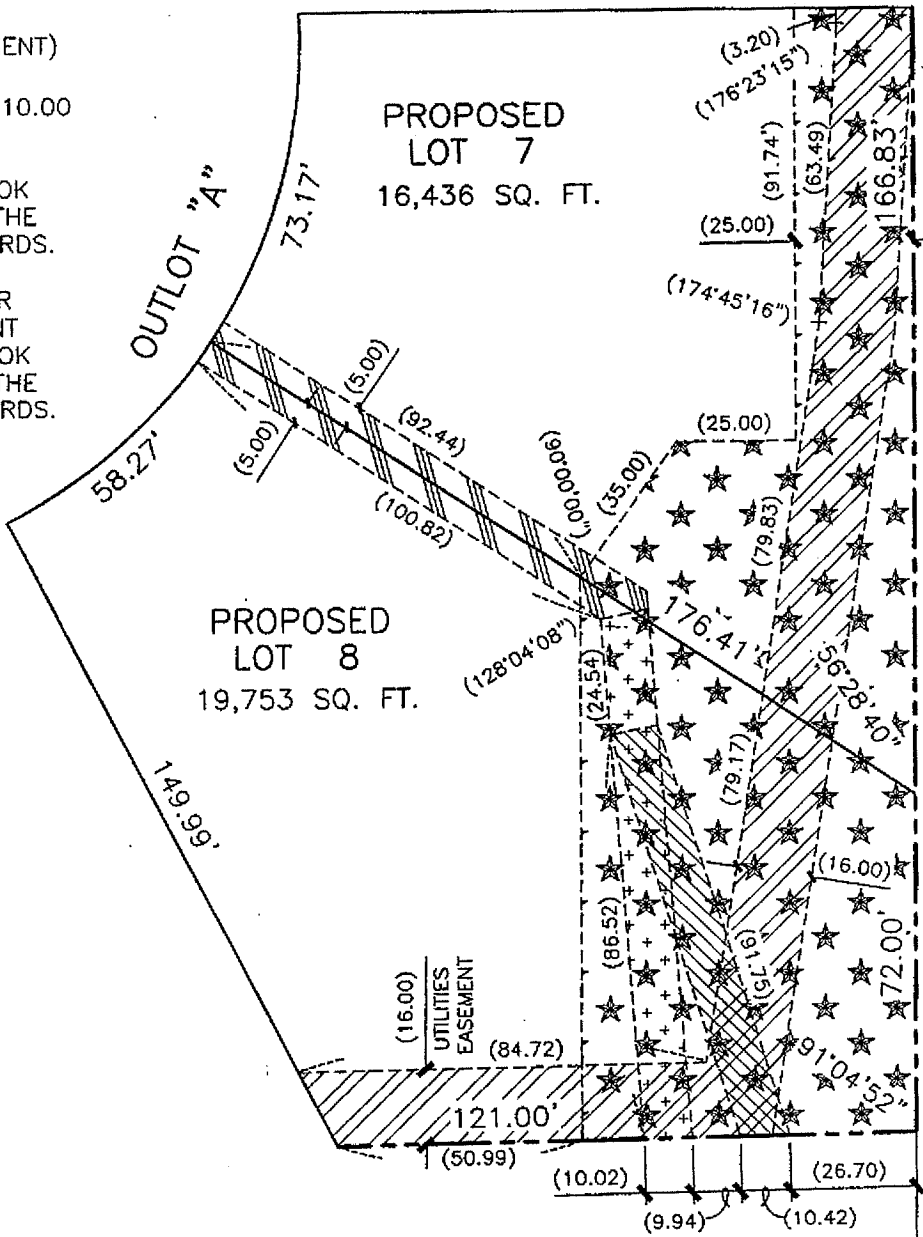
 16.00 FOOT WIDE UTILITIES EASEMENT (GRANTED IN DEDICATION)

 NO BUILD AREA (SEE RECORDED DOCUMENT)

 SANITARY SEWER AND DRAINAGE EASEMENT (SEE RECORDED DOCUMENT)

 REMANING PORTION OF 10.00 FOOT WIDE SEWER AND DRAINAGE EASEMENT RECORDED IN MISC. BOOK 386 AT PAGE 507 OF THE DOUGLAS COUNTY RECORDS.

 10.00 FOOT WIDE SEWER AND DRAINAGE EASEMENT RECORDED IN MISC. BOOK 627 AT PAGE 236 OF THE DOUGLAS COUNTY RECORDS.



LEGAL DESCRIPTION

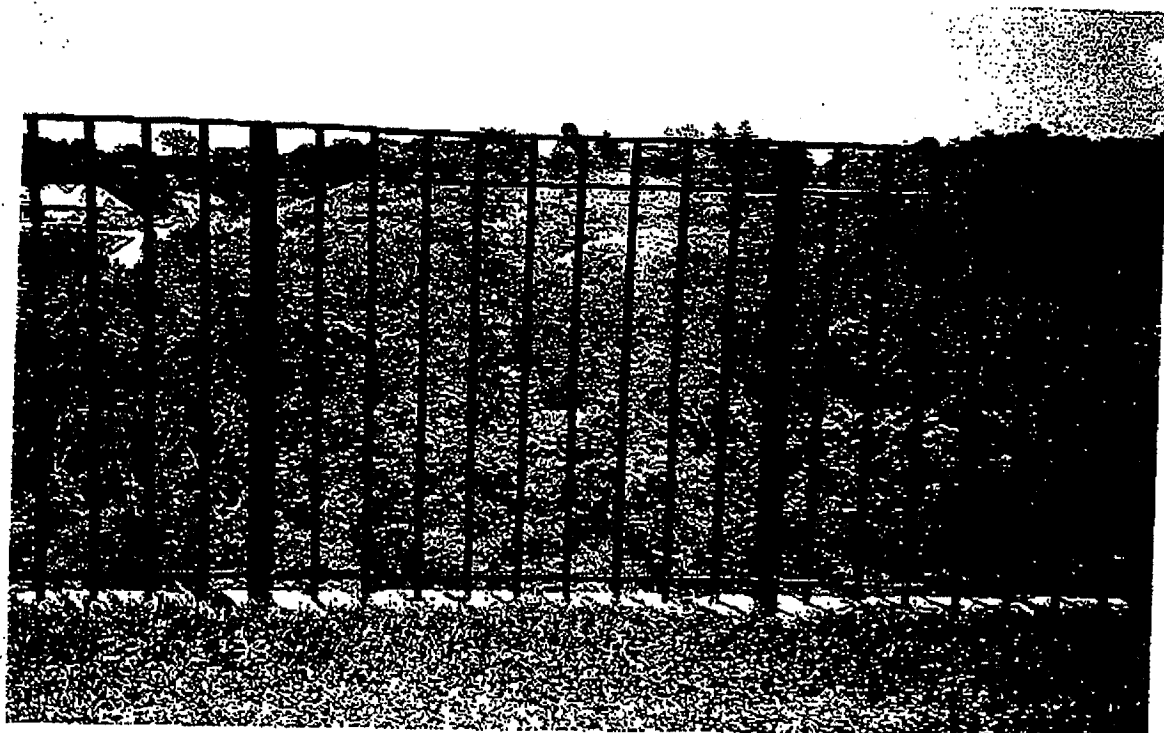
PROPOSED LOTS 7 AND 8, CHARLESTON WOODS REPLAT 1, IN DOUGLAS COUNTY, NEBRASKA.

SULLIVAN HOMES TD2 FILE NO. 1102-102-EX9 DATE: JANUARY 25, 2000
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "C"

EXHIBIT "H"

S & W FENCE C O M P A N Y



WELCOME TO *Briar Hills*

*Dear Future Residents &
Home Builders:*

Listed below are the specifications determined by
Architects for your Ornamental Iron Fence:

As you may already know, S & W has

SPECIFICATIONS

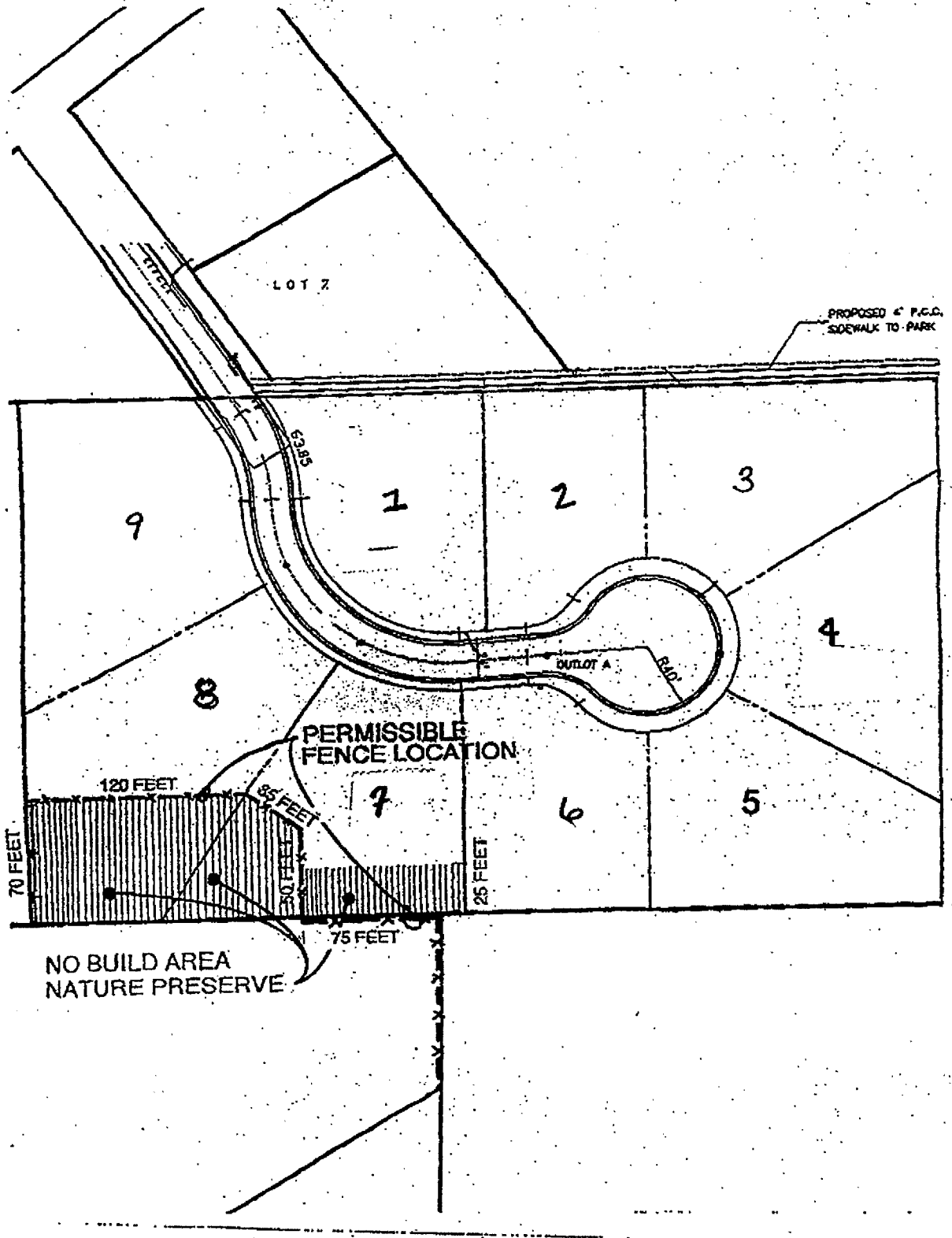
been chosen to provide you with your
Ornamental Iron Fence.

- ◆ 2" Posts, 11 gauge, Set in 6" x 36" Concrete Footings
- ◆ 3/4" Pickets
- ◆ 1 1/2" Channels on Top, Middle & Bottom Rails
- ◆ 4" spacing on pickets
- ◆ Cromate Adhesive Primer, to deter rust
- ◆ Paint Color-Gloss Black
- ◆ 3 -year Guarantee on Material, Labor & Paint
- ◆ Required pool code, 72" tall with 3" spacing

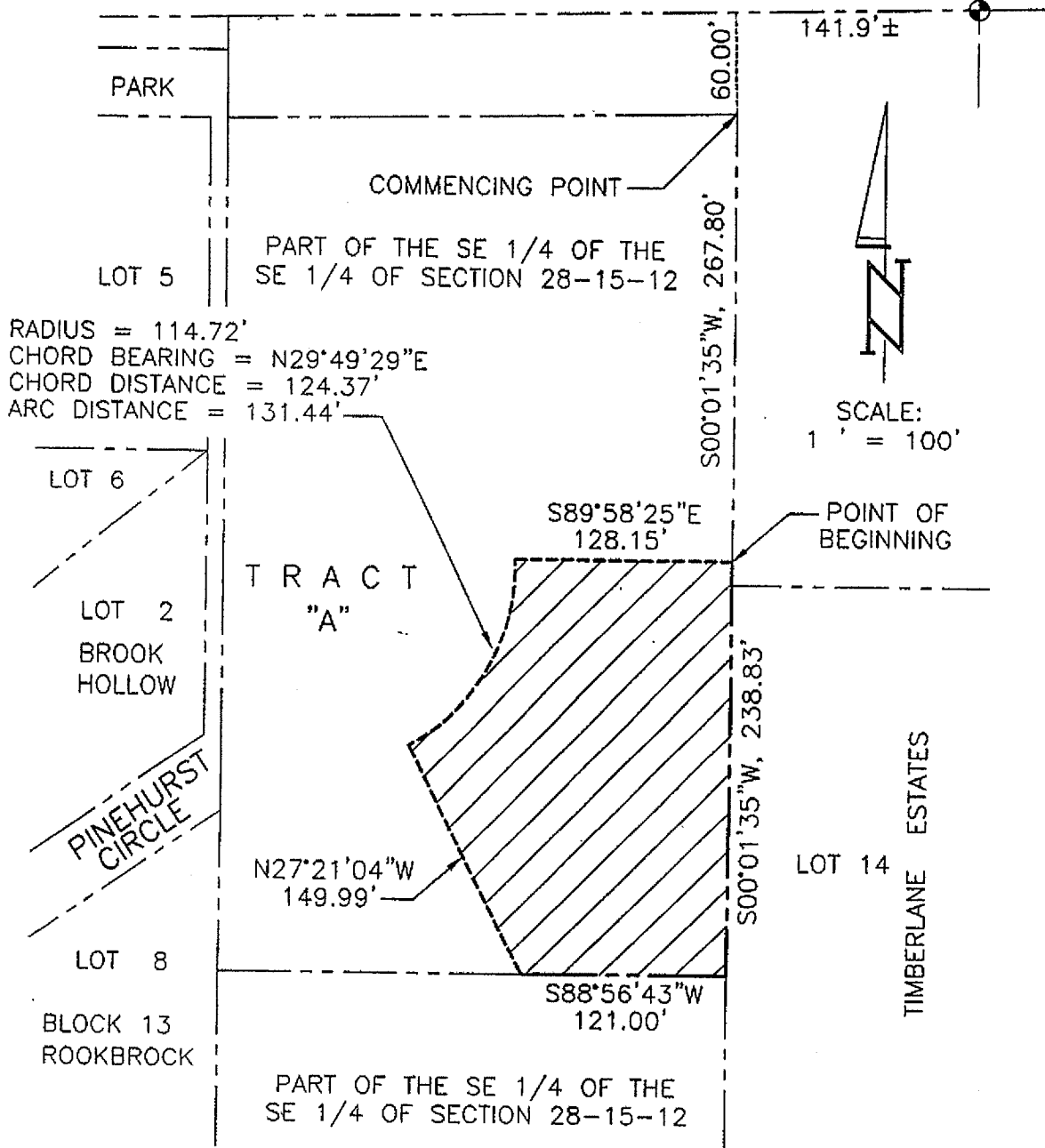
S & W Fence is an established business and has provided Omaha and the surrounding communities with the finest quality of products and latest technology in the fencing industry for the past thirty-six years.

S & W has hired M S Services to electrostatically paint all fences & rails. M S Services has been in business since 1970. These measures are being followed to assure the highest quality and appearance within the *Briar Hills* community for years to come.

Please contact Kevin at 333-5722 for further information.



THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T15N, R12E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA.



SCALE:
1' = 100'

LEGAL DESCRIPTION

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T15N, R12E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 141.9 FEET MORE OR LESS WEST AND 60.00 FEET SOUTH OF THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 28, SAID POINT BEING THE NE CORNER OF A TRACT OF LAND DESCRIBED ON A "SURVIVORSHIP WARRANTY DEED" RECORDED IN BOOK 2028 AT PAGE 636 OF THE DOUGLAS COUNTY RECORDS AND HEREINAFTER CALLED TRACT "A";

THENCE S00°01'35"W (ASSUMED BEARING) 267.80 FEET ON THE EAST LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING;

THENCE CONTINUING S00°01'35"W 238.83 FEET ON THE EAST LINE OF SAID TRACT "A" TO THE SE CORNER THEREOF;

THENCE S88°56'43"W 121.00 FEET ON THE SOUTH LINE OF SAID TRACT "A";

THENCE N27°21'04"W 149.99 FEET;

THENCE NORTHEASTERLY ON A 114.72 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N29°49'29"E, CHORD DISTANCE 124.37 FEET, AN ARC DISTANCE OF 131.44 FEET;

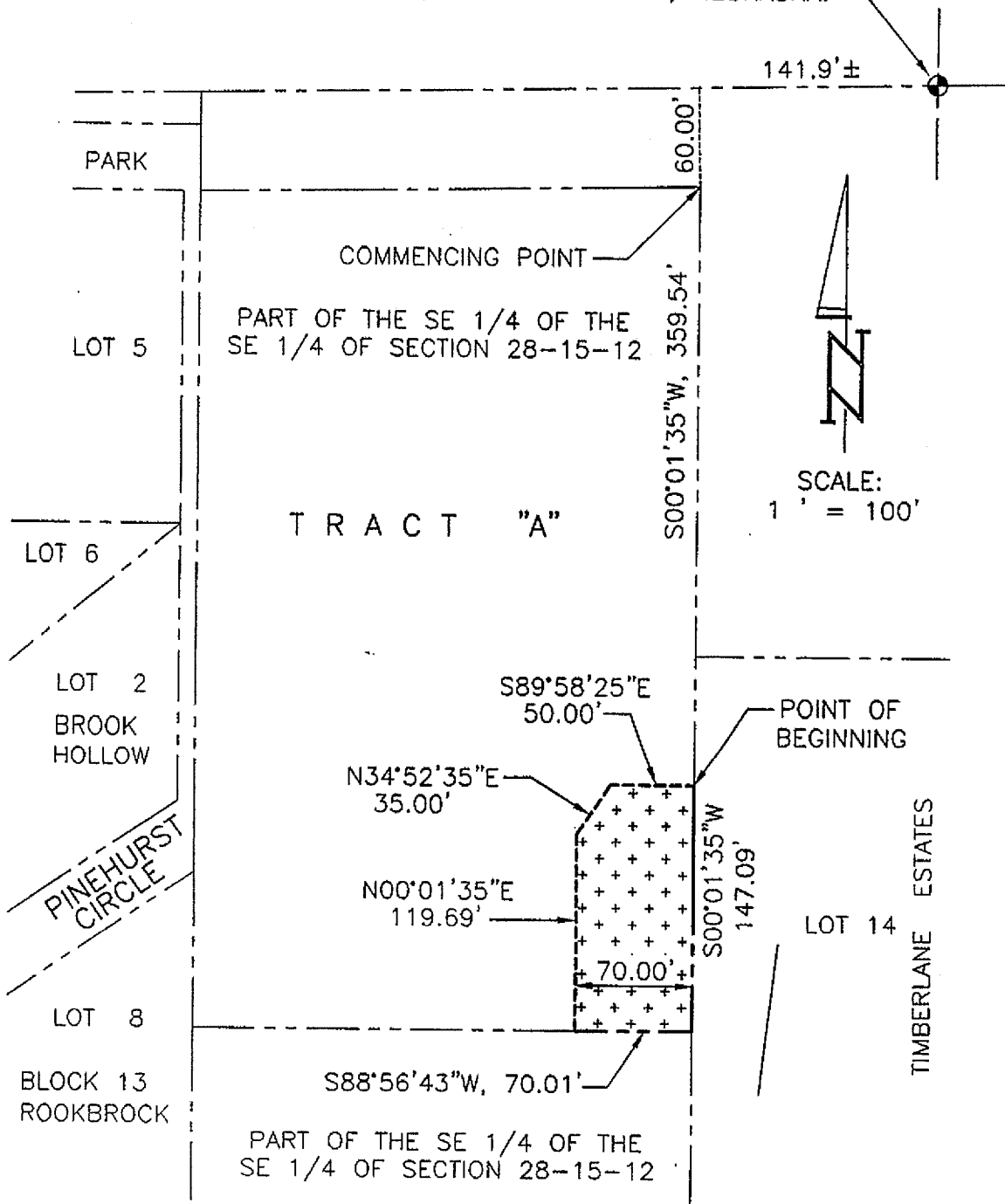
THENCE S89°58'25"E 128.15 FEET TO THE POINT OF BEGINNING.

TO BE KNOWN AS LOTS 7 AND 8 WHEN THE FINAL PLAT OF CHARLESTON WOODS REPLAT 1 HAS BEEN FILED IN THE OFFICE OF THE DOUGLAS COUNTY REGISTER OF DEEDS.

SULLIVAN HOMES TD2 FILE NO. 1102-102-EX2A DATE: JANUARY 25, 2000
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "J1"

THE NE CORNER OF THE SE 1/4 OF THE
SE 1/4 OF SECTION 28, T15N, R12E OF
THE 6th P.M., DOUGLAS COUNTY, NEBRASKA.



LEGAL DESCRIPTION

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T15N, R12E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 141.9 FEET MORE OR LESS WEST AND 60.00 FEET SOUTH OF THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 28, SAID POINT BEING THE NE CORNER OF A TRACT OF LAND DESCRIBED ON A "SURVIVORSHIP WARRANTY DEED" RECORDED IN BOOK 2028 AT PAGE 636 OF THE DOUGLAS COUNTY RECORDS AND HEREINAFTER CALLED TRACT "A";

THENCE S00°01'35"W (ASSUMED BEARING) 359.54 FEET ON THE EAST LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING;

THENCE CONTINUING S00°01'35"W 147.09 FEET ON THE EAST LINE OF SAID TRACT "A" TO THE SE CORNER THEREOF;

THENCE S88°56'43"W 70.01 FEET ON THE SOUTH LINE OF SAID TRACT "A";

THENCE N00°01'35"E 119.69 FEET ON A LINE 70.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A";

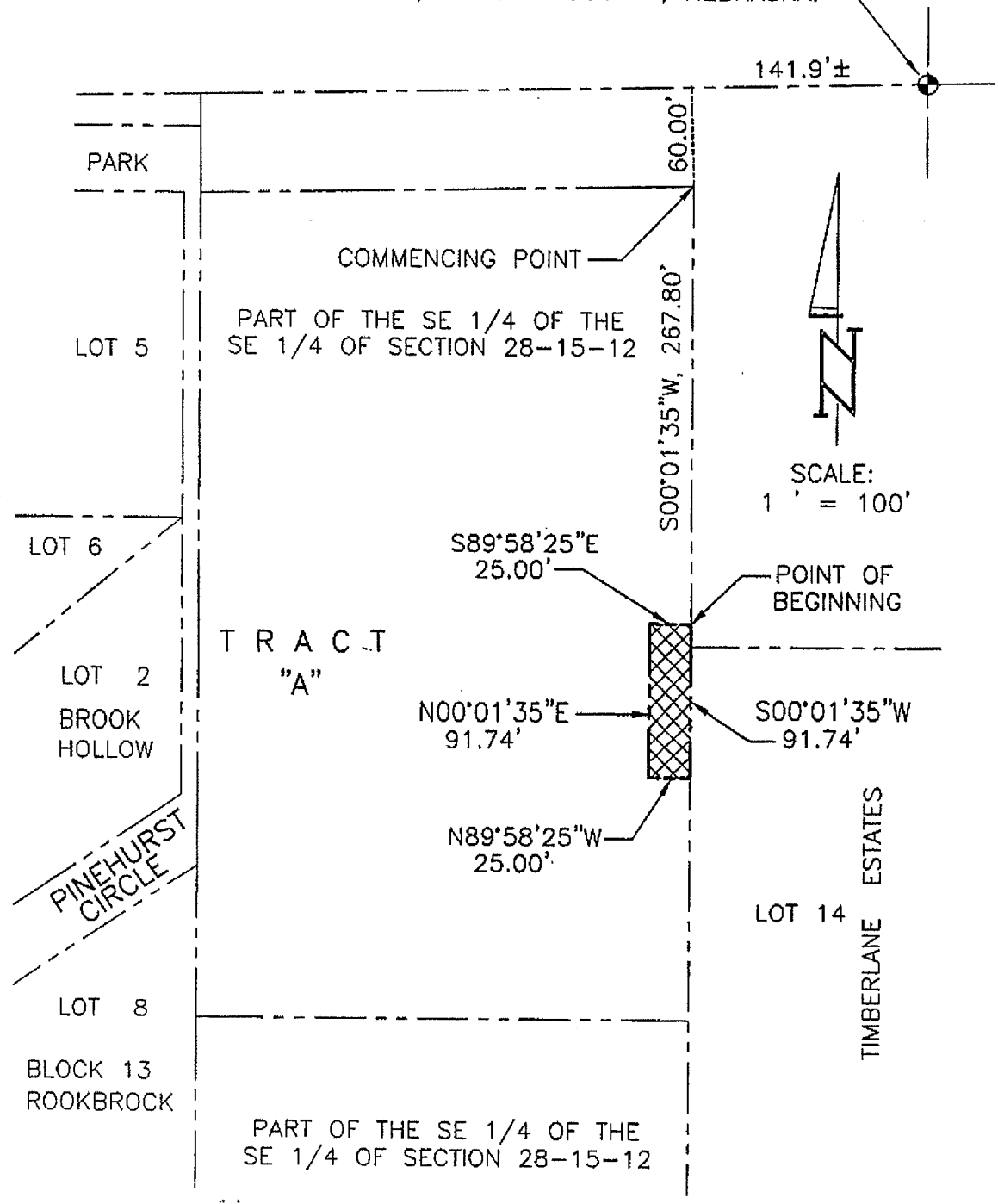
THENCE N34°52'35"E 35.00 FEET;

THENCE S89°58'25"E 50.00 FEET TO THE POINT OF BEGINNING.

SULLIVAN HOMES TD2 FILE NO. 1102-102-EX3A DATE: JANUARY 25, 2000
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "J2"

THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T15N, R12E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA.



LEGAL DESCRIPTION

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T15N, R12E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 141.9 FEET MORE OR LESS WEST AND 60.00 FEET SOUTH OF THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 28, SAID POINT BEING THE NE CORNER OF A TRACT OF LAND DESCRIBED ON A "SURVIVORSHIP WARRANTY DEED" RECORDED IN BOOK 2028 AT PAGE 636 OF THE DOUGLAS COUNTY RECORDS AND HEREINAFTER CALLED TRACT "A";

THENCE S00°01'35"W (ASSUMED BEARING) 267.80 FEET ON THE EAST LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING;

THENCE CONTINUING S00°01'35"W 91.74 FEET ON THE EAST LINE OF SAID TRACT "A";

THENCE N89°58'25"W 25.00 FEET;

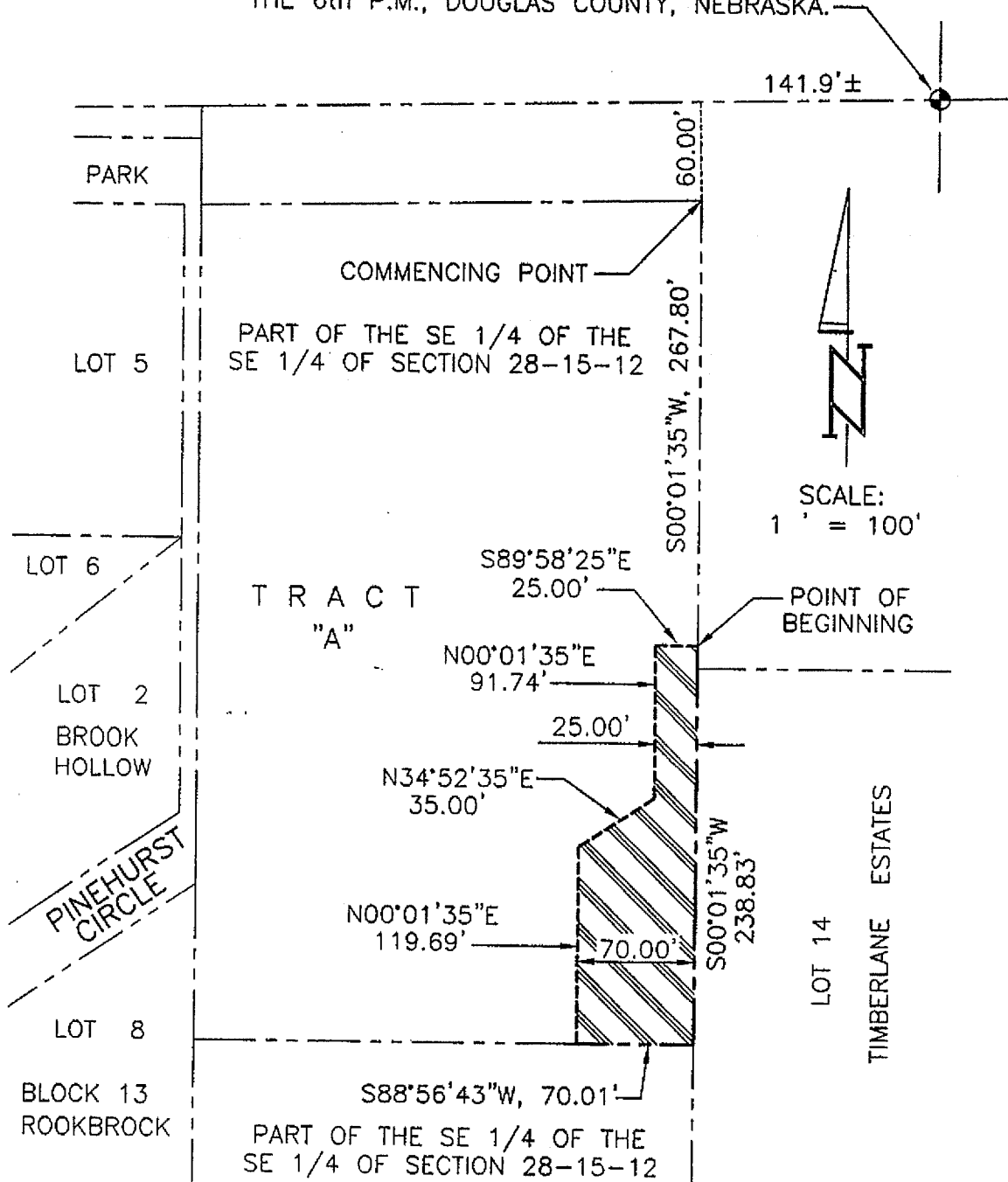
THENCE N00°01'35"E 91.74 FEET ON A LINE 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A";

THENCE S89°58'25"E 25.00 FEET TO THE POINT OF BEGINNING.

SULLIVAN HOMES TD2 FILE NO. 1102-102-EX4A DATE: JANUARY 25, 2000
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "J3"

THE NE CORNER OF THE SE 1/4 OF THE
SE 1/4 OF SECTION 28, T15N, R12E OF
THE 6th P.M., DOUGLAS COUNTY, NEBRASKA.



LEGAL DESCRIPTION

THAT PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28, T15N, R12E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 141.9 FEET MORE OR LESS WEST AND 60.00 FEET SOUTH OF THE NE CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 28, SAID POINT BEING THE NE CORNER OF A TRACT OF LAND DESCRIBED ON A "SURVIVORSHIP WARRANTY DEED" RECORDED IN BOOK 2028 AT PAGE 636 OF THE DOUGLAS COUNTY RECORDS AND HEREINAFTER CALLED TRACT "A";

THENCE S00°01'35"W (ASSUMED BEARING) 267.80 FEET ON THE EAST LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING;

THENCE CONTINUING S00°01'35"W 238.83 FEET ON THE EAST LINE OF SAID TRACT "A" TO THE SE CORNER THEREOF;

THENCE S88°56'43"W 70.01 FEET ON THE SOUTH LINE OF SAID TRACT "A";

THENCE N00°01'35"E 119.69 FEET ON A LINE 70.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A";

THENCE N34°52'35"E 35.00 FEET;

THENCE N00°01'35"E 91.74 FEET ON A LINE 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT "A";

THENCE S89°58'25"E 25.00 FEET TO THE POINT OF BEGINNING.

SULLIVAN HOMES TD2 FILE NO. 1102-102-EX1A DATE: JANUARY 25, 2000
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

EXHIBIT "J4"